

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SINT, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 06/13/2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: SJNT, LLC

Internal _____

Address: _____

Street Address: 175 Central Avenue South

City: Bethpage

State: NY

Country: USA Zip: 11741

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE 'A' ATTACHED

B. Trademark Registration No.(s)

SEE SCHEDULE 'A' ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE SCHEDULE 'A' ATTACHED

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Steven J. Moore

Internal Address: Kelley Drye & Warren LLP

Intellectual Property Department

Street Address: 400 Atlantic Street

13th Floor

City: Stamford

State: CT

Zip: 06901

Phone Number: 203-351-8020

Fax Number: 203-327-2669

Email Address: s.moore@kelleydrye.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 865.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-0404

Authorized User Name Kelley Drye & Warren LLP

9. Signature:



Signature

July 9, 2007

Date

STEVEN J. MOORE, REG. NO. 35,959

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$865.00 110404 78483182

SCHEDULE A**Pending U.S. Trademark Applications**

OUR FILE	MARK	FILING DATE	SERIAL NO.
SLPY0560US	SLEEPY'S DIRECT	8/6/2004	78/463,182
SLPY008IUS	SLEEPY'S #1 SLEEP SHOP IN THE COUNTRY	8/23/2005	78/698,744
SLPY0600US	COMPETITION CRUSHER GALLERY	11/2/2005	78/745,679
SLPY0620US	ALMOST NEW MATTRESS	12/30/2005	78/782,885
SLPY0630US	ITS ALL ABOUT YOU!	1/31/2007	77/096,120
SLPY0640US	YOURS AND MINE	3/23/2007	77/138,813

Issued U.S. Trademark Registrations

OUR FILE	MARK	ISSUE DATE	REG. NO.
SL-1	Design (man in nightcap)	2/10/1976	1,033,343
SL-10	SLEEPY'S and Reclining Figure Design	7/11/1989	1,547,769
SL-11	WE'VE GOT YOUR MATTRESS	4/11/1989	1,534,859
SL-12	WE'VE GOT YOUR DAYBED	5/23/1989	1,541,062
SL-2	BEDDING CENTERS and Design	3/30/1976	1,037,070
SL-3	SLEEPY'S	1/24/1984	1,265,009
SL-4	THE MATTRESS PROFESSIONALS	11/15/1983	1,257,589
SL-5	WE'RE WIDE AWAKE TO SAVE YOU MONEY SLEEPY'S THE MATTRESS PROFESSIONALS and Design	1/24/1984	1,265,008
SLPY0070US	KLEINSLEEP	1/19/1982	1,186,784
SLPY0080US	HAVE MORE FUN IN BED	1/25/1983	1,225,578
SLPY0100US	SLEEPY'S CRUSHES THE COMPETITION	5/11/1993	1,770,677
SLPY0160US	1-800-SLEEPY'S	1/9/1996	1,946,855
SLPY0200US	THE LAST "S" IN SLEEPY'S STANDS FOR SAVINGS	7/27/1999	2,265,183
SLPY0250US	Sleeping Couple Design	2/24/1998	2,139,067
SLPY0320US	SLEEPY'S KIDS	7/27/1999	2,265,627
SLPY0340US	SLEEPY'S INCREDIBLE PRICE GUARANTEE	2/22/2000	2,322,385
SLPY0450US	SLEEPY'S BRONZE	7/17/2001	2,469,626
SLPY0460US	SLEEPY'S GOLD	7/17/2001	2,469,616
SLPY0470US	SLEEPY'S SILVER	7/17/2001	2,469,615
SLPY0480US	SLEEPY'S PLATINUM	12/30/2003	2,800,712
SLPY0500US	SLEEPY'S PLATINUM PLUS	8/14/2001	2,477,820
SLPY0510US	SLEEPY'S SOLID GOLD	12/30/2003	2,800,711
SLPY0520US	PLATINUM CREST	9/16/2003	2,765,034
SLPY0530US	THE ONLY SENSIBLE PLACE TO BUY YOUR MATTRESS	7/11/2006	3,115,008
SLPY0540US	THE MOST TRUSTED NAME IN MATTRESSES	5/17/2005	2,953,960
SLPY0550US	SLEEP LIKE A "KING" FOR THE PRICE OF A "QUEEN"	9/13/2005	2,994,829
SLPY0242US	1-800-SLEEPING	4/18/2006	3,083,802
SLPY0590US	FOR THE REST OF YOUR NIGHTS	3/6/2007	3,216,453

Attorney Docket No.: 016105.0001

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "*Agreement*") is entered into this 13th day of June, 2007 (the "*Effective Date*"), by and among SINT, Inc., ("*Assignor*"), a Delaware corporation, with an office at 175 Central Avenue South, Bethpage, NY 11741, and SINT, LLC ("*Assignee*"), a Delaware LLC, with an office at 175 Central Avenue South, Bethpage, New York 11741.

WHEREAS, the *Assignor* wishes to transfer and convey to the *Assignee*, all of its rights, title and interest in and to the Trademarks listed on Schedule A attached.

WHEREAS, such assignment was not recorded with the United States Patent and Trademark Office ("*USPTO*") and *Assignor* is the named registrant of the Trademarks registered with the USPTO and is made a party to the extent that it retains any rights as a named registrant;

WHEREAS, *Assignor* currently owns and possess all rights, title and interest in the Trademark and desires to assign to *Assignee*, and *Assignee* desires to acquire from *Assignor*, all right, title and interest in and to the trademarks, service marks and/or trade names and all applications therefor (collectively, "*Trademarks*") specified above;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, *Assignor* hereby assigns to *Assignee* all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified above. This assignment includes the right to sue and recover damages for past and future infringements of *Assignor's* rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by *Assignee* and *Assignee's* successors and assigns as fully and exclusively as it would have been held and enjoyed by *Assignor* had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as *Assignee* lawfully may request from time to time, to perfect and vest title in the Trademarks in *Assignee* or *Assignee's* successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

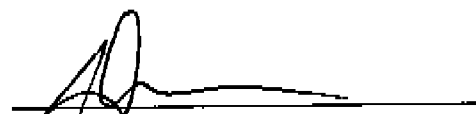
Attorney Docket No.: 016105.0001

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

ASSIGNOR:

SINT, Inc.

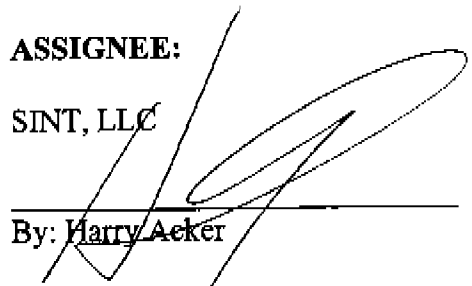


By: David Acker
Title: President

Date: June 13, 2007

ASSIGNEE:

SINT, LLC



By: Harry Acker
Title: Manager

Date: June 13, 2007

KELLEY DRYE

FACSIMILE TRANSMISSION

TO MS ASSIGNMENT RECORDATION SERVICES
FIRM USPTO
CITY ALEXANDRIA
FAX 571-273-0140
PHONE
NO. OF PAGES 5 (including this page)
DATE July 9, 2007

KELLEY DRYE & WARREN LLP
 400 ATLANTIC STREET
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 06901-3229
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MESSAGE:

FROM Steven J. Moore, Reg. No. 35,959
PHONE (203) 351-8020
E-MAIL smoore@kelleydrye.com
TIMEKEEPER ID 05234
CLIENT NO. 016105-0001

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TRADEMARK

RECORDED: 07/09/2007

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